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USDC SDNY
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DATE FILED: 4/14/15

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LESTON CHARLES,

Plaintiff,

-against-

STIPULATION AND
ORDER OF DISMISSAL

11-CV-02783 (AT) (RLE)

THE CITY OF NEW YORK, POLICE OFFICER GIACOMO
SCIUTO, SERGEANT MICHAEL RICUPERO, POLICE
OFFICER CATHY MARTINEZ, POLICE OFFICER BRIAN
CARR, POLICE OFFICER GREY CASTRO, POLICE
OFFICER PAWEL WALA, POLICE OFFICER SEAN
CONLON, POLICE OFFICER RYAN NORMAN, POLICE
OFFICER DUANE PERCY, SERGEANT VINCENT
FONTANA, SERGEANT BETSY GONZALEZ, individually
and in their respective Capacities as members of the City of
New York Police Department, and POLICE OFFICERS JOHN
DOES NUMBERS 1-6, UNKNOWN AND INTENDED TO
BE OTHER NEW YORK CITY POLICE OFFICERS
INVOLVED IN THE OCCURRENCE HEREIN, individually
and in their respective capacities as members of the City of
New York Police Department,

Defendants.

WHEREAS, the parties have reached a settlement agreement and now desire to
resolve the remaining issues raised in this litigation, without further proceedings and without
admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, that

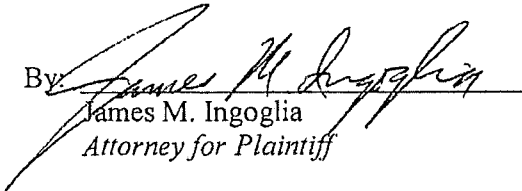
1. Plaintiff's motion to Amend the Complaint and For Sanctions filed June 7, 2014
[ECF Docket No. 87], is hereby withdrawn;
2. The above-referenced action is hereby dismissed with prejudice; and

3. Notwithstanding the dismissal of this action in accordance with this agreement, the District Court shall continue to maintain jurisdiction over this action for the purpose of enforcing the terms of the settlement agreement reached between the parties and set forth in the Stipulation of Settlement executed by the parties in this matter.

Dated: New York, New York
February 13, 2015

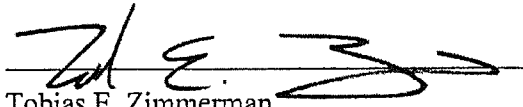
RAISER & KENNIFF, P.C.
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300 Old Country Rd., Suite 351
Mineola, NY 11501

By:


James M. Ingoglia
Attorney for Plaintiff

ZACHARY W. CARTER
Corporation Counsel of the
City of New York
*Attorney for Defendants City, Sciuto,
Ricupero, Martinez, Carr, Castro, Wala,
Conlon, Norman, Percy, Fontana and
Gonzalez*
100 Church Street, 3rd Floor
New York, New York 10007

By:


Tobias E. Zimmerman
Assistant Corporation Counsel

SO ORDERED.

Dated: April 14, 2015
New York, New York



ANALISA TORRES
United States District Judge

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

LESTON CHARLES,

Plaintiff,

-against-

**STIPULATION OF
SETTLEMENT**

11-CV-02783 (AT) (RLE)

THE CITY OF NEW YORK, POLICE OFFICER GIACOMO SCIUTO, SERGEANT MICHAEL RICUPERO, POLICE OFFICER CATHY MARTINEZ, POLICE OFFICER BRIAN CARR, POLICE OFFICER GREY CASTRO, POLICE OFFICER PAWEL WALA, POLICE OFFICER SEAN CONLON, POLICE OFFICER RYAN NORMAN, POLICE OFFICER DUANE PERCY, SERGEANT VINCENT FONTANA, SERGEANT BETSY GONZALEZ, individually and in their respective Capacities as members of the City of New York Police Department, and POLICE OFFICERS JOHN DOES NUMBERS 1-6, UNKNOWN AND INTENDED TO BE OTHER NEW YORK CITY POLICE OFFICERS INVOLVED IN THE OCCURRENCE HEREIN, individually and in their respective capacities as members of the City of New York Police Department,

Defendants.

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WHEREAS, plaintiff commenced this action by filing a complaint on or about April 25, 2011, alleging that the defendants violated plaintiff's federal civil rights; and

WHEREAS, defendants City, Officer Giacomo Sciuto, Sergeant Michael Ricupero, Officer Cathy Martinez, Officer Brian Carr, Officer Grey Castro, Officer Pawel Wala, Officer Sean Conlon, Officer Ryan Norman, Officer Duane Percy, Sergeant Vincent Fontana and Sergeant Betsy Gonzalez have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiff has authorized his counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees except as specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Leston Charles the sum of One Hundred Seventy-Five Thousand (\$175,000.00) Dollars in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal of all the claims against the defendants and to release defendants City, Officer Sciuto, Sergeant Ricupero, Officer Martinez, Officer Carr, Officer Castro, Officer Wala, Officer Conlon, Officer Norman, Officer Percy, Sergeant Fontana and Sergeant Gonzalez; their successors or assigns; or any entity represented by the Office of the Corporation Counsel, from any and all liability, claims, or rights of action alleging a violation of plaintiff's civil rights and any and all related state law claims, from the beginning of the world to the date of the General Release, including claims for costs, expenses, and attorneys' fees.

3. Plaintiff shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above and an Affidavit of Status of Liens. Prior to tendering the requisite documents to effect this settlement, Medicare-recipient plaintiffs must obtain and submit a final demand letter from Medicare for the reimbursement of any conditional payments made by Medicare for any injury or condition that is the subject of this

lawsuit. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules or regulations of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except to enforce the terms of this agreement.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiff agrees to hold harmless defendants regarding any liens or past and/or future Medicare payments, presently known or unknown, in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendants reserve the right to issue a multiparty settlement check naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

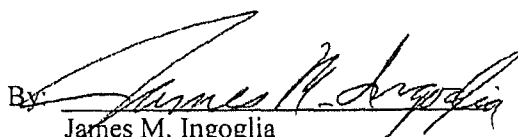
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7. This Stipulation of Settlement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
February 12, 2015

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